



COMESA Model Law on Consumer Protection

Consumer protection and competition law are converging across the Common Market for Eastern and Southern Africa (COMESA). See our previous client [brief](#) on COMESA consumer protection enforcement for background. On September 7, 2026, published the COMESA Model Law on Consumer Protection (the Model Law), which gives Member States a common framework for developing, amending and implementing national consumer protection laws. It is not binding and is not a draft law, but a template or set of best practices aimed at promoting consistent consumer protection across the Common Market.

The Model Law complements the COMESA Competition and Consumer Protection Regulations, 2025 (the Regulations), which bind Member States and undertakings. The Regulations require Member States to harmonize their national frameworks and the Model Law serves as an aid by providing a common legislative template for this process without replacing the binding regional rules. It also addresses areas such as consumer choice, bargaining power, unconscionable conduct and unfair contractual terms, which may overlap with competition law. Its practical impact will depend on how Member States incorporate its principles into their national legislation.

A template for national implementation

The Model Law largely carries the substantive consumer protection rules in the Regulations into a national legislative format. Its provisions on consumer rights and on false or misleading representations correspond closely to the equivalent rules in the Regulations. Both address misleading claims concerning matters such as quality, price, delivery, availability and sponsorship, and both expressly address dark

patterns and scams. The same correspondence applies to the rules on unconscionable conduct and unfair contractual terms. The Model Law's prohibition of unconscionable conduct in consumer transactions mirrors the equivalent rule in the

Regulations, covering factors such as bargaining power, pressure, disclosure and the availability of alternative suppliers. Its rules on contractual terms that create a significant imbalance between the parties also correspond to the equivalent rule in the Regulations. These terms include disproportionate penalties, excessive deposits, unilateral termination rights and inadequate redress mechanisms.

The consumer safety framework is also reproduced. The Model Law addresses product safety standards, product information, compulsory and voluntary recalls, harmful digital content, defective products, public warnings and unidentified manufacturers. These provisions give Member States the legislative structure required to incorporate these protections into their national regimes.

The Model Law is not a word-for-word copy. It also develops certain areas further, addressing unconscionable conduct in business transactions and establishing requirements for specific consumer agreements, including internet, remote and credit agreements. These provisions supplement the protections directly reflected from the Regulations.

Overall, the Model Law operates as the national legislative counterpart to the regional consumer protection framework established by the Regulations. The Regulations set the applicable COMESA standards, while the Model Law provides Member States a common structure for incorporating those standards into domestic legislation and for developing the detailed rules required for their implementation.

That makes the Model Law the broader consumer protection framework. Against that background, its provisions on consumer rights and unfair trade practices also warrant examination from a competition law perspective.

Where competition law comes in

Consumer protection is the Model Law's principal focus, but its provisions also prohibit conduct that may be addressed under competition law. This includes restricting choice, imposing unfair conditions or limiting switching. The conduct is prohibited under the Model Law because of its impact on consumers, not because it is anti-competitive. The same conduct may also fall under competition law where its separate legal requirements are met. This is particularly relevant in vertical relationships involving suppliers, business consumers, distributors and retailers.

Consumer choice and competitive prices

The Model Law establishes the consumer's right to choose as the right to freely select a good or service of quality at competitive prices. It also recognizes the right to equal treatment by the supplier and protection from unfair tactics or any other similar conduct. These provisions protect aspects of consumer choice that are also relevant to competition law. Conduct that restricts consumer choice or prevents consumers from responding to competing offers may be prohibited under the Model Law because of its impact on consumers. The same conduct may fall under competition law where the relevant requirements are met.

False and misleading representations

The Model Law prohibits conduct qualifying as a dark pattern or scam, as well as false or misleading representations made in connection with the supply or promotion of goods or

services. It covers representations concerning, among other matters, quality, value, characteristics, price, delivery, availability, sponsorship and benefits. It also prohibits representations disparaging the goods, services or trades of another person. Such conduct may affect both consumer choice and competing suppliers. Misleading claims concerning a competitor's product characteristics, quality, price or availability may influence purchasing decisions and divert demand from competing products. The conduct is prohibited under the Model Law on consumer protection grounds. The same conduct may also raise competition concerns under the applicable competition rules.

Unconscionable conduct in consumer transactions

The Model Law prohibits unconscionable conduct in connection with the supply or possible supply of goods or services to a consumer. It covers, in particular, the imposition of unjustified conditions, limited access to alternative suppliers, discriminatory conditions between equivalent transactions and unwillingness to negotiate contractual terms. These practices may also constitute conduct addressed by competition law where used by an undertaking with significant bargaining power to restrict consumer choice or impose discriminatory conditions. The Model Law prohibits the conduct because it is unconscionable towards the consumer, while competition law may separately prohibit the same conduct where its own legal requirements are satisfied.

Unconscionable conduct in business transactions

The prohibition of unconscionable conduct to commercial transactions between persons engaged in trade under the Model Law. This covers relationships between suppliers and downstream businesses, including distributors and retailers.

The provision is particularly relevant to competition law because it covers conduct involving bargaining power, limited alternatives and discriminatory conditions between equivalent business consumers. These factors are also relevant to economic dependence and vertical restraints under competition law. The provision therefore captures conduct that may also fall within the scope of competition law, where a supplier uses its bargaining position to impose unfair conditions on a dependent business partner. The two regimes remain distinct: the Model Law prohibits the conduct as unconscionable, without requiring dominance or an effect on competition.

Unfair consumer contract terms

Contractual terms that create a significant imbalance in the rights and obligations arising under the contract are also prohibited, to the extent they operate to the detriment of the consumer. These include disproportionate penalties, excessive deposits, unilateral modification or termination, and unreasonable charges or conditions. These terms may also be relevant under competition law where imposed by a supplier with substantial bargaining power. This is particularly the case if they restrict switching or are imposed in vertical relationships involving distributors or retailers. The same conduct may therefore be prohibited under both regimes, on distinct legal grounds.

Specific consumer agreements

Member States are required, under the Model Law, to establish specific rules for consumer agreements, including internet, remote and credit agreements. The rules cover material information, pricing, payment, acceptance and cancellation rights. These requirements may also raise competition concerns where contractual arrangements create switching barriers, particularly where suppliers have substantial bargaining power or consumers are economically dependent. The same practices may therefore fall under both regimes, on different legal grounds.

Having considered the provisions of the Model Law that may overlap with competition law, it is also relevant to consider how the Model Law fits within the existing national consumer protection frameworks of COMESA Member States

National harmonization and what comes next

As of September 2026, no Member State has publicly confirmed it has adopted or amended national consumer protection legislation specifically to implement the Model Law. Nevertheless, the Model Law builds on a harmonization process with the COMESA consumer protection framework.

The COMESA Competition and Consumer Protection Commission (CCC) 2024 Annual Report confirms that it provided technical assistance to Member States for the review, development and amendments of laws in Eswatini, Egypt and Djibouti. Capacity-building activities were undertaken in Comoros, the DRC, Libya, Zambia and Zimbabwe. The CCC also assisted Rwanda in developing guidelines to support the enforcement of its competition legislation and provided specialized training to case handlers across Member States on, among other matters, consumer welfare.

The same approach is evident in Ethiopia. In June 2023, the CCC reported that it conducted consultancy services for the training of staff responsible for competition and consumer protection at the Ministry of Trade and Regional Integration. Those services also covered the development of a strategic plan on the enforcement of competition and consumer protection laws and the review and amendment of national competition and consumer protection laws.

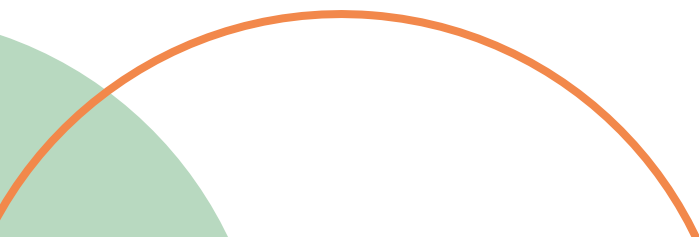
These initiatives pre-date the Model Law and show that Member States were already aligning their national frameworks with the COMESA regional regime. The Model Law gives that

process a common legislative template and may guide future reforms, particularly where Member States review existing consumer protection legislation.

Key takeaway

For businesses, the practical position is unchanged for now. The Model Law is not binding creates no immediate obligations. It provides a common framework for Member States to develop, amend and implement their national consumer protection laws, alongside the binding Regulations. Businesses operating across COMESA should therefore monitor national legislative developments, since implementation may lead to greater consistency in consumer protection rules across Member States.

The Model Law addresses commercial practices that may also be relevant under competition law, including restrictions on consumer choice, misleading representations concerning competing products, discriminatory conditions, bargaining power, economic dependence, unconscionable conduct and contractual terms that create switching barriers. Businesses should consider both frameworks when reviewing their commercial and consumer-facing practices, particularly where they operate across several Member States.

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